

# RALEIGH PARKS AND RECREATION DEPARTMENT

## GENERAL RENTAL INFORMATION FORM

Renter's Name \_\_\_\_\_ Name of Organization (if applicable) \_\_\_\_\_ (Circle one) For Profit / Non-Profit

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (h) \_\_\_\_\_ (c) \_\_\_\_\_ Email \_\_\_\_\_

Date (s) of Use \_\_\_\_\_ Hours of Use - From \_\_\_\_\_ To \_\_\_\_\_ Proposed use of Park/Facility \_\_\_\_\_

Park/Facility Requested \_\_\_\_\_ Room / Shelter Requested \_\_\_\_\_

Number of persons attending \_\_\_\_\_ (Request Form 1 if over 100) Number under 18yo \_\_\_\_\_ Number Needed (Lake Lynn Rentals Only): Tables \_\_\_\_\_ Chairs \_\_\_\_\_

- Will this rental be catered ? Yes (Request Form 2) / No
- Will this rental involve a competition, is it open to the public, or corporate family members (not to include family picnics) ? Yes (Request Form 3) / No
- Do you plan to sell food/merchandise or charge an admission/team registration fee ? Yes (Request Forms 3 & 4) / No

### Rules & Guidelines

- Reservations must be made no more than 3 months and no less than 14 days in advance of requested rental date (exceptions subject to Supervisor approval).
- Full payment and completed/signed rental agreement is due at time of reservation. Payment includes rental fees along with Damage Deposit and Supervisory Fee (if applicable).
- Further guidelines apply to gatherings exclusively for Teenagers.
- Alcohol and illicit drugs are not permitted on the premises. Smoking indoors is not allowed.
- Renter and guests must abide by Rules and Regulations. Renter is responsible for the behavior of their guests.
- If applicable, you must obtain appropriate permits/certificates prior to rental date.
- All cancellations/refunds will follow the department's refund policy.
- All equipment, decorations, and garbage must be removed from rental space/grounds at conclusion of rental period.
- Food and beverages are not allowed in the Gymnasium at Lake Lynn Community Center.

I understand that approval of this request does not imply exclusive use of any park/facility/trolley by our group. I have read the accompanying documentation and certify that my group will abide by all. I understand that failure to follow these rules and any others imposed by the City for the good of the group and general public will automatically terminate this agreement. I understand that the rental rate is subject to review and change. The discharge of cooking grease or grease from other sources to the City's Sanitary Sewer is a violation of the City's Sewer ordinance (Raleigh City Code 8-2113(a)(14)). I understand that I am responsible for the safety and care of the facility and of the persons attending. I agree that the City of Raleigh retains the right to limit the use of or remove from the schedule any persons or group when it becomes necessary to do so for reasons of safety, maintenance or need for repairs. The Director of Parks and Recreation shall be responsible for decisions related to these requirements as needed.

**REFUND POLICY:** 100% refund/credit if Department cancels activity. 85% refund/credit of recoverable fees if patron cancels 14 calendar days or more in advance of first day of program/rental. 100% transfer of recoverable fees if patron requests a change 14 calendar days or more in advance of first day of program/rental. No refund/credit/transfer if patron cancels less than 14 calendar days in advance of the first day of the program/rental. Outdoor facility usage cancelled due to inclement weather may be rescheduled pending space availability. Refunds must be requested in writing.

#### Hold Harmless Agreement

In consideration for the grant by the City of permission for the use of said facility at special times and under special circumstances by persons sponsored by the undersigned, the undersigned hereby agrees: 1) to take all measures necessary to promote the safety of such persons in their use of the facility; 2) to hold harmless the City, its divisions and departments, and its officers, agents, employees, servants, and helpers, paid and volunteer, from and to indemnify them from all damages, losses, and expenses, including but not limited to attorney fees and investigation costs, sustained by them or any of them on account of any claim for loss, damage, or injury growing out of such use of said facility by any such person; 3) to provide the City with its insurer's certificate that a policy of Comprehensive General Liability insurance providing coverage with respect to the foregoing hold harmless and indemnification undertaking is and will continue to be in effect during the period of such permitted use with minimum limits of at least \$500,000 for bodily injury per person; \$1.0 million for bodily injury for aggregate liability; and \$500,000 for property damage each occurrence; and 4) to promptly notify the director of the City's Parks and Recreation Department and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of the use of said facility by any such person.

**EQUAL OPPORTUNITY:** The City of Raleigh Parks and Recreation Department does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation or disability in employment opportunities or the provision of service, programs or activities. A participant alleging discrimination on the basis of any of the aforementioned areas may file a complaint with either the Director of the Raleigh Parks and Recreation Department or the Office of Equal Opportunity, US Department of the Interior, Washington, D.C. 20240.

#### RELEASE AND INDEMNITY AGREEMENT

WHEREAS, the undersigned has requested the use of services, equipment, or facilities belonging to or under the auspices of the CITY OF RALEIGH, North Carolina, and do engage in activities for the executive benefit of the undersigned; and

WHEREAS, the CITY OF RALEIGH does not wish to be liable for any damages arising from personal injury or property damage sustained thereby;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the undersigned does hereby for himself, his heirs, executor, employers, successors or administrator, and personal representatives:

A. Assume full responsibility for any personal injury or any damage to his/her personal property which may occur directly or indirectly in the course of (fully describe the activity/rental and date of occurrence)

B. Fully and forever release and discharge the CITY OF RALEIGH, its agents, officials, and employees, from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above described activity/rental.

C. Agree that it is the intent of the undersigned that this RELEASE AND INDEMNITY AGREEMENT shall be in full force and effect any time after the execution hereof.

My signature verifies that I have read, understand and will abide by the information on this page, the general rules page and any site specific rules given to me.

Signature of Responsible Person (must be 18+ years old) \_\_\_\_\_ Date \_\_\_\_\_

Facility Supervisor or Designated Staff \_\_\_\_\_ Date \_\_\_\_\_

#### For Office Use Only

Rental Amount: \_\_\_\_\_ Deposit: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Rental # \_\_\_\_\_

Method of Payment: \_\_\_Check #: \_\_\_\_\_ \_\_\_Visa \_\_\_MasterCard \_\_\_American Express \_\_\_Money Order

